

## Commodity Credit Corporation, USDA

## § 1415.17

must assume full responsibility under the agreement. USDA may require a participant to refund all or a portion of any financial assistance awarded under GRP, plus interest, if the participant sells or loses control of the land under a GRP rental agreement, and the new owner or controller is not eligible to participate in the program or declines to assume responsibility under the agreement.

### § 1415.14 Misrepresentation and violations.

(a) Contract violations:

(1) Contract violations, determinations, and appeals are handled in accordance with the terms of the program contract or agreement and attachments thereto.

(2) A participant who is determined to have erroneously represented any fact affecting a program determination made in accordance with this part is not entitled to contract payments and must refund to CCC all payments, plus interest in accordance with 7 CFR part 1403.

(3) In the event of a violation of a rental agreement, the participant will be given notice and an opportunity to voluntarily correct the violation within 30-days of the date of the notice, or such additional time as CCC may allow. Failure to correct the violation may result in termination of the rental agreement.

(b) Easement violations: Easement violations are handled under the terms of the easement. Upon notification of the participant, USDA has the right to enter upon the easement area at any time to monitor compliance with the terms of the GRP conservation easement or remedy deficiencies or violations. When USDA believes there may be a violation of the terms of the GRP conservation easement, USDA may enter the property without prior notice. The participant shall be liable for any costs incurred by the United States as a result of the participant's negligence or failure to comply with easement.

(c) USDA may require the participant to refund all or part of any payments received by the participant or pay liquidated damages as may be re-

quired under the program contract or agreement.

(d) In addition to any and all legal and equitable remedies available to the United States under applicable law, USDA may withhold any easement payment, rental payment, or cost-share payments owing to the participant at any time there is a material breach of the easement covenants, rental agreement, or any contract. Such withheld funds may be used to offset costs incurred by the United States in any remedial actions or retained as damages pursuant to court order or settlement agreement.

(e) Under a GRP conservation easement, the United States shall be entitled to recover any and all administrative and legal costs, including attorney's fees or expenses, associated with any enforcement or remedial action.

### § 1415.15 Payments not subject to claims.

Any cost-share, rental payment, or easement payment or portion thereof due any person under this part shall be allowed without regard to any claim or lien in favor of any creditor, except agencies of the United States Government.

### § 1415.16 Assignments.

(a) Any person entitled to any cash payment under this program may assign the right to receive such cash payments, in whole or in part.

(b) If a participant that is entitled to a payment dies, becomes incompetent, or is otherwise unable to receive the payment, or is succeeded by another person who renders or completes the required performance, such a participant may be eligible to receive payment in such a manner as USDA determines is fair and reasonable in light of all the circumstances.

### § 1415.17 Easement transfer to third parties.

(a) USDA may transfer title of ownership to an easement to an approved private conservation or land trust organization or State agency with the consent or written request of the landowner and upon a determination by the Secretary, or his or her designee, that